

Clark, Tanya

From: Blair, Tara
Sent: Friday, August 18, 2017 2:51 PM
To: Matt Alsdorf
Subject: PSA Presentation of Scores/Scales

Matt,

Per our conversation, moving forward, KY Pretrial Services will begin displaying the PSA raw scores for each scale on our reports to the judge and during our verbal presentations. I am excited with this change and I am hopeful that we will see improved outcomes. Thanks!

Tara Boh Blair
Executive Officer
Administrative Office of the Courts
Pretrial Services
1001 Vandalay Drive
Frankfort, KY 40601
Office: 502-573-2350 Ext. 50211
Cell: 859-992-4845

Clark, Tanya

From: Haile, Drew
Sent: Tuesday, April 09, 2019 1:28 PM
To: Stephens, Kelly
Subject: FW: Final copy of MOU, ready for signatures
Attachments: 2017-06B MOU Laura and John Arnold Foundation (Public Safety Assessment-....pdf

Kelly, this is the email I have that has the executed copy.

From: Haile, Drew
Sent: Thursday, February 23, 2017 4:21 PM
To: Virginia Bersch <VBersch@arnoldfoundation.org>; 'Erin Brown' <erinjonesbrown@gmail.com>
Cc: Howard, CJ <cjhoward@kycourts.net>; Lafferty, Jenny <jennylafferty@kycourts.net>; Blair, Tara <TaraBlair@kycourts.net>; Rachele Grieco <RGrieco@arnoldfoundation.org>
Subject: RE: Final copy of MOU, ready for signatures

Good afternoon Virginia,

I attached the scanned executed copy I received. Apologies that you did not receive a copy.

Thanks,

Drew

From: Virginia Bersch [<mailto:VBersch@arnoldfoundation.org>]
Sent: Thursday, February 23, 2017 3:56 PM
To: 'Erin Brown' <erinjonesbrown@gmail.com>; Haile, Drew <DrewHaile@kycourts.net>
Cc: Howard, CJ <CJHoward@KYCOURTS.NET>; Lafferty, Jenny <JennyLafferty@kycourts.net>; Blair, Tara <TaraBlair@kycourts.net>; Rachele Grieco <RGrieco@arnoldfoundation.org>
Subject: RE: Final copy of MOU, ready for signatures

Good afternoon Drew,

I wanted to check in on your countersignatures for this MOU. My apologies if I missed your submission of the final scanned version.

Thank you,

Virginia

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From: Virginia Bersch
Sent: Friday, January 20, 2017 4:50 PM
To: 'Erin Brown' <erinjonesbrown@gmail.com>; Haile, Drew <DrewHaile@kycourts.net>
Cc: Howard, CJ <CJHoward@kycourts.net>; Lafferty, Jenny <JennyLafferty@kycourts.net>; Blair, Tara <TaraBlair@kycourts.net>
Subject: RE: Final copy of MOU, ready for signatures

Good afternoon Drew,

I've attached the partially executed MOU for your signatures. Thank you for working with us on this.

Best,
Virginia

From: Erin Brown [<mailto:erinjonesbrown@gmail.com>]
Sent: Thursday, January 19, 2017 9:38 AM
To: Haile, Drew <DrewHaile@kycourts.net>
Cc: Howard, CJ <CJHoward@kycourts.net>; Lafferty, Jenny <JennyLafferty@kycourts.net>; Blair, Tara <TaraBlair@kycourts.net>; Virginia Bersch <VBersch@arnoldfoundation.org>
Subject: Re: Final copy of MOU, ready for signatures

Drew,

That's great news; we will execute the MOU on our end it send it your way for execution. Thanks very much for your help!

Best,
Erin

On Thu, Jan 19, 2017 at 8:36 AM, Haile, Drew <DrewHaile@kycourts.net> wrote:

Erin,

I went ahead and accepted changes and deleted the comments in the attached documents. After your representative has signed the MOU, we will circulate it in the AOC for the remaining signatures. A final, fully-signed version will be sent to you. Thanks for your cooperation on this MOU.

Sincerely,

Drew Haile

Legal Counsel, Office of Legal Services

Administrative Office of the Courts

1001 Vandalay Drive

Frankfort, KY 40601

PH: (502) 573-2350 ext. 50413

FAX: (502) 782-8702

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--

Erin Brown

erinjonesbrown@gmail.com

713.818.6893

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAURA AND JOHN ARNOLD FOUNDATION
AND THE KENTUCKY ADMINISTRATIVE OFFICE OF THE COURTS**

This Memorandum of Understanding ("MOU") documents the understanding between the Kentucky Administrative Office of the Courts ("Kentucky") and the Laura and John Arnold Foundation (the "Foundation"), a tax-exempt private foundation dedicated to producing substantial, widespread, lasting reforms that will transform the criminal justice system. This MOU concerns the collaboration between the parties on a project to implement the Public Safety Assessment™ court-based pretrial risk assessment tool developed by the Foundation (the "Tool").

The Foundation and Kentucky share the goals of increasing public safety, reducing crime, and improving the cost-effectiveness and fairness of the criminal justice system. Kentucky and the Foundation intend to collaborate on the implementation of the Tool, as well as the collection and evaluation of related data, in order to enhance the administration of criminal justice in Kentucky and nationally. In furtherance of this goal, the Foundation grants to Kentucky a nonexclusive, non-transferable right and license to install, implement, and use the Tool free of charge in Kentucky, provided that Kentucky abides by all the terms and conditions of this MOU.

In consideration of the mutual understanding and goals of the parties to this MOU, the parties agree to the following:

I. MUTUAL AGREEMENTS

1. **Term.** This MOU shall be effective as of July 1, 2013, and will remain in effect until terminated by any one party. Any party may terminate this MOU upon providing thirty (30) days written notice to the other party. Upon termination, all rights and licenses in the Tool granted under this MOU, including the right to use the Tool and/or related materials, shall cease. The non-disclosure obligations in Section II.b, however, shall survive termination of this MOU.
2. **Assignment of rights.** No party may assign its rights under this MOU without the express written permission of the other parties. Any assignment that does not comply with this provision will be deemed null and void.
3. **Warranty.** The Tool is provided "as is" without warranty.
4. **Notice.** Notice may be provided via electronic mail with confirmation of delivery or via certified mail to each party at the respective addresses:

Kentucky (for programmatic notices):

Tara Blair
Executive Officer, Pretrial Services

1001 Vandalay Drive
Frankfort, Kentucky 40601
marablaire@kycourts.net

(For legal or contract notices):
Drew Haile
Legal Counsel, Legal Services
1001 Vandalay Drive
Frankfort, Kentucky 40601
drewhaile@kycourts.net

Foundation:
Matt Alsdorf
Vice President of Criminal Justice
Laura and John Arnold Foundation
3 Columbus Circle, Suite 1601
New York, New York 10019
malsdorf@arnoldfoundation.org

II. KENTUCKY

1. **Fidelity to the Tool.** Kentucky agrees to use the Tool in a manner consistent with instructions, templates, or other guidance provided by the Foundation regarding: inclusion or exclusion of risk factors; definition of risk factors; weighting of risk factors; scoring or calculation of risk level; categorization of defendants by level of risk for failure to appear, new criminal arrest, and new violent criminal arrest; the prohibition of scoring or categorization overrides by pretrial services entities; visual or other presentation of results generated by the Tool; and other issues related to the use and implementation of the Tool.
2. **System improvements.** Kentucky agrees to administer the Tool to all defendants booked into Kentucky jails at the earliest possible point following arrest. The results of the risk assessment will be presented and considered at a defendant's first court appearance and any appearance during which a release/detention determination is made or bail is set or adjusted.
3. **Provision of data and access to staff.** The Foundation is engaged in ongoing research regarding the Tool, including research on the impact of adopting the Tool in jurisdictions and the development of data linkages across systems. Kentucky agrees that, upon request from the Foundation, it will promptly provide the Foundation or individuals it designates, including third party researchers or consultants, with data used to calculate and apply the Tool in Kentucky (the "*Data*"). Data includes (but is not limited to): all data needed to track failure (failures to appear, new criminal activity, and new violent criminal activity) of arrestees for a reasonable period of time post-implementation (such time period not to be less than two years); all data needed

to understand the amount of time arrestees spend incarcerated during their pretrial periods; data on expenditures due to incarceration; and information needed to understand and use the aforementioned data. Kentucky agrees that the Foundation may use this Data and information for further development and evaluation of the Tool. Further, Kentucky understands that producing this Data may require education of researchers that the Foundation designates sufficient to allow them to comprehend the data provided. Kentucky agrees to work with the researchers designated by the Foundation to produce the required Data at reasonable intervals. Data containing information that could lead to a readily identifiable person shall not be provided by Kentucky; instead, Kentucky shall provide a randomized sequence of characters used to shield the identity of the defendant. Additionally, nothing in this Section 11.3 shall require Kentucky to provide any Data in violation of any state or federal law, including Kentucky Rule of Criminal Procedure 4.08.

4. **License limitations.** Except for the limited rights and licenses expressly granted in this Agreement, no other license is granted, and no other use is permitted. Kentucky agrees not to use the Tool or any information presented by the Tool to create any similar software; or decompile, disassemble or otherwise reverse engineer the Tool. The licenses are solely for academic, non-profit or federal, state, or local government use. No commercial use or use by a commercial entity is permitted by this Agreement.
5. **Ownership.** The Foundation and its licensors shall retain all right, title, and interest (including patents, copyrights, trade secrets, and trademarks) in and to the Tool. Any improvements in the Tool arising out of any feedback or data provided by Kentucky shall be solely owned by the Foundation.
6. **Non-disclosure.** Kentucky agrees to refrain from disclosing the formula for calculating the risk scores generated by the Tool to any third parties without prior written approval from the Foundation. This provision shall survive termination of this MOU and remain in effect until withdrawn in writing by the Foundation.

III. THE FOUNDATION

1. **Research, development, and sharing of findings.** The Foundation will engage in ongoing research and development efforts based on data and input from Kentucky as well as other jurisdictions that implement the Tool. The Foundation agrees to share with Kentucky the key findings from this and other research related to the Tool. In addition, the Foundation will provide Kentucky with any modifications made to improve the precision, accuracy, or usability of the Tool.
2. **Privacy and confidentiality.** In obtaining and storing data from Kentucky, the Foundation agrees to comply with all applicable privacy and data protection laws and not to make any disclosures to third parties in violation of these laws. The Foundation will not disseminate or disclose any personally identifiable information to any other organization or individual, other than Kentucky and the Foundation's staff, researchers, contractors, or consultants. Anyone with access to personally identifying

information shall be required to sign a nondisclosure agreement with Kentucky, at Kentucky's request. Any and all reports or publications produced as a part of this project will present data and findings in aggregated form.

3. **Ownership, publication, and release of research and Tool instructions.** The Foundation shall own all right, title, and interest (including, but not limited to, patent, trademark, and copyrights) in the Tool and any related inventions and works of authorship related to or derived in any way from the research. Accordingly, without further notice to or consent from Kentucky, the Foundation may reproduce, distribute, and/or produce derivative works based on any reports, findings, instruction manual(s) for the Tool, de-identified, aggregated data or other data in accordance with Section III.2 above, and other related documentation.
4. **LIMITATION OF LIABILITY.** KENTUCKY AGREES THAT THE FOUNDATION SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CAUSE WHATSOEVER REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF KENTUCKY'S USAGE OF THE TOOL, INCLUDING WITHOUT LIMITATION FOR (A) ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR (B) ANY OTHER DAMAGES IN THE AGGREGATE IN EXCESS OF \$500,000.
5. **Indemnification.** Kentucky, as an agency of the Commonwealth, is vested with sovereign immunity but is subject to the Board of Claims Act, KRS 44.070-44.160 (the "Act"). Claims against Kentucky relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by the Act and other applicable law, Kentucky will indemnify and hold harmless the Foundation and its directors, officers, employees and agents from all actions, causes of action, costs, claims, damages, losses, liabilities and expenses relating to or arising from any use of the Tool, result from use of the Tool, decision or choice made or action taken using the Tool, consequence arising out of, resulting from or in connection with the Tool, or any other information or material otherwise relating to or provided by the Tool. Kentucky does not waive sovereign immunity by the terms of this MOU, except by the terms of the Act or other applicable law.

{Signature Page Follows.}

THE FOREGOING IS UNDERSTOOD, ACCEPTED, AND AGREED TO BY KENTUCKY AND THE FOUNDATION.

KENTUCKY ADMINISTRATIVE OFFICE OF THE COURTS

Name: Laurie K. Dudgeon
Title: Director, Kentucky Administrative Office of the Courts

Signature:

Date:

Reviewed and Recommended:

Name: Tara Boh Blair

Title: Executive Officer, Pretrial Services

Signature:

Reviewed as to Form and Legality:

Name: Drew Haile

Title: Legal Counsel, Legal Services

Signature:

LAURA AND JOHN ARNOLD FOUNDATION

Name: Matt Alsdorf
Title: Vice President of Criminal Justice

Signature:

Date:



March 12, 2013

Ms. Tara Boh Klute
Chief Operating Officer
Division of Pretrial Services
Administrative Office of the Courts of the State of Kentucky
Department of Statewide Services
100 Millcreek Park
Frankfort, KY 40601

Dear Ms. Klute:

It is my pleasure to inform you that the Directors of the Laura and John Arnold Foundation (the "*Foundation*") have authorized a grant to the Division of Pretrial Services of the Administrative Office of the Courts of the State of Kentucky ("*Grantee*") in the amount of \$25,434.32 (twenty-five thousand four hundred thirty-four dollars thirty-two cents) (the "*Grant*"), subject to Grantee's acceptance of, compliance with or the making of, as the case may be, the terms, conditions, agreements, warranties, representations, and other provisions set forth in this agreement (this "*Agreement*").

The Grant shall be used for the sole purpose of operating a pilot project in all of Kentucky's pretrial programs statewide (the "*Pilot*") to test the efficacy of the national model pretrial risk assessment (the "*Tool*"), which was developed by Luminosity, Inc. through funding from the Foundation, as part of an effort to increase public safety, reduce crime, and ensure the front end of the criminal justice operates as fairly and cost effectively as possible (collectively, the "*Purpose*").

Grantee and the Foundation acknowledge, agree, and consent to the following terms, conditions, agreements, warranties, representations, and other provisions, which either relate to or are attached to the Grant:

1. **Charitable Purpose.** Grantee agrees that the Grant will only be used for charitable and educational purposes as such purposes are generally defined by those authorities interpreting the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, including any corresponding provisions of predecessor or successor federal tax laws, "*Code*") and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal or foreign law. Grantee agrees that the Grant (and all income or gains earned thereon) shall be used solely for the Purpose, unless approved otherwise by prior written consent of the Foundation.

2. **Amount and Term.** The term of this Agreement will commence on the date Grantee executes this Agreement as set forth on the signature page hereto (the "Effective Date") and will expire on August 15, 2015, unless terminated earlier as provided herein (the "Term").
3. **Payment of Grant Funds.** Unless the Agreement has been earlier terminated and provided Grantee is in full compliance with the terms of this Agreement, the Foundation will pay Grantee the entire amount of the Grant within thirty (30) business days of the execution and delivery of a signed copy of this Agreement by Grantee to the Foundation. Payment pursuant to this Agreement will be contingent upon Grantee's compliance with the budget and milestones set forth in Exhibits A and B attached hereto and incorporated here in (the "Budget and Milestones"), in a manner satisfactory to the Foundation. Grantee shall use its best efforts to achieve compliance with the Budget and Milestones.
4. **Representations and Warranties.** Grantee makes the following representations and warranties:
 - a. Grantee is a governmental unit of the State of Kentucky.
 - b. Grantee is currently, and at all times during the Term will be, a Qualifying Grantee. For purposes of this Agreement, a "Qualifying Grantee" is an organization which at all times meets the following criteria: (i) it is an organization described in Code Section 501(c)(3) or a governmental unit defined in Code Section 170(c)(1), (ii) it is not a "private foundation" within the meaning of Code Section 509(a), (iii) it is not a Type III Supporting Organization within the meaning of Code Section 509(a)(3), and (iv) it is an organization pursuant to which the acceptance of the provisions of this Agreement or of the Grant will not adversely affect Grantee's status as (1) an organization described in Code Sections 501(c)(3) or 170(c) or (2) an organization which is not a "private foundation" or a Type III Supporting Organization within the meaning of Code Section 509(a). Grantee is not aware of any threat or challenge to its status as a "Qualifying Grantee."
 - c. The Purpose of the Grant is charitable and educational as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Grant will only be used for such charitable and educational purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives, or violate any applicable local, state, federal, or foreign law.
 - d. All information relating to the Grant heretofore provided to the Foundation by Grantee or to be provided to the Foundation by Grantee during the Term has been, and for the duration of the Term (and for so long as any obligations

pursuant to Sections 5 and 6 of this Agreement remain outstanding) will at all times continue to be, true accurate and complete in all material respects.

5. **Records.** Grantee will maintain accurate and complete records of receipts of and expenditures made from Grant funds and will keep these records during the period covered by Grantee's reporting obligations specified in Section 6 of this Agreement and for at least three (3) years thereafter. During the Term, and for three (3) years thereafter, upon the request of the Foundation, Grantee shall make such records available for inspection by the Foundation and its representatives during normal business hours, and Grantee shall cooperate and assist the Foundation with the Foundation's review of such records.
6. **Reporting and Information.**
 - a. Grantee will immediately provide the Foundation with a copy of documentation certifying its federal tax-exempt status.
 - b. Grantee will immediately furnish the Foundation with any information concerning a threatened, proposed, or actual change in Grantee's status as a Qualifying Grantee.
 - c. Upon request, Grantee will promptly provide the Foundation with a copy of the single statewide audit of Kentucky as conducted by the Kentucky Auditor of Public Accounts.
 - d. Upon the Foundation's request, Grantee will provide periodic updates to the Foundation detailing the status of the Pilot and Tool implementation.
 - e. Upon receipt of any and all reports, training materials, and other work products (collectively the "Materials") related to the Pilot and Tool, including the Milestones set forth in Exhibit B, Grantee will provide the Foundation with a copy of the Materials.
 - f. Grantee will promptly provide the Foundation with (i) an interim report due on June 30, 2014 and (ii) a final report to be submitted to the Foundation no later than August 15, 2015 (each a "Report" and collectively the "Reports"). Each Report will include a detailed account of expenditures of Grant funds and a narrative of what was accomplished by the use of such funds during the year (including a description of progress made in fulfilling the Purpose of the Grant and a confirmation of Grantee's compliance with the terms of this Agreement). If, during the Term, the Grant funds are not expended by Grantee, the Reports will also include a detailed description of (1) the income, distributions and assets of any endowment fund established with the Grant; (2) the progress with respect to any program, capital campaign or other purpose for which the Grant has been made; and/or (3) any other information

requested by the Foundation reasonably in advance of the due date of the relevant Report.

- g. Grantee acknowledges that the Foundation will have unlimited rights to use, reproduce, distribute, transmit, and store the Materials without the need to receive prior written permission from Grantee or any other contributing sources. The Foundation's rights shall survive the expiration or termination of this Agreement.
 - h. Grantee will provide the Foundation prompt written notice (i) if any of the events in Section 7 of this Agreement occurs and (ii) of each and every event which, at the giving of notice or lapse of time, could reasonably be expected to constitute an event described in Section 7 of this Agreement.
7. *Termination.* This Agreement may be terminated by the Foundation if any of the following has occurred, it being understood and agreed that the determination of whether any such condition or event has occurred will be made by the Foundation in its sole discretion:
- a. Any of the warranties or representations made by Grantee in this Agreement is or becomes untrue in any respect;
 - b. There is a material change in the purpose, character or method of operation of Grantee, or a material change in leadership of Grantee;
 - c. Grantee uses any portion of the Grant for any purpose other than the Purpose without the prior written consent of the Foundation;
 - d. The Internal Revenue Service makes a determination, preliminary or otherwise, that the Grant does not constitute a qualifying distribution by the Foundation within the meaning of Code Section 4942(g)(1)(A) or (B);
 - e. Grantee has materially misrepresented to the Foundation its activities or financial condition;
 - f. Grantee fails to comply with any of the provisions of this Agreement (including Exhibits A and B); or
 - g. The Grant or its Purpose does not contribute to the accomplishment of the Grantee's charitable mission as originally anticipated.

The effective date of the Foundation's termination of this Agreement (the "*Termination Effective Date*") shall be the earlier of (a) the date notice is given by the Foundation to Grantee of the termination and (b) if so elected by the Foundation, the date on which the event triggering the right of termination

occurred. The delay in, or failure of, the Foundation to exercise its right to terminate at any time shall not be a waiver of such right, either with respect to the cause giving rise thereto or any other cause for termination, and the payment by the Foundation of any portion of the Grant after notice of an event giving rise to a right to terminate shall not be a waiver of the right to terminate or any rights of the Foundation upon termination, and in no event will such delay, failure or payment give rise to any argument for novation, ratification, estoppel, laches or any other equitable or legal defense if the Foundation later elects to exercise its right of termination.

8. ***Payment Obligation; Return of Funds.*** In the event that the Foundation terminates this Agreement pursuant to the terms hereunder:
 - a. any remaining payment obligation of the Foundation to Grantee, whether under this Grant or otherwise, shall be null and void as of the Termination Effective Date;
 - b. if the Foundation terminates this Agreement pursuant to any provision hereunder other than Section 7(a) or 7(e) of this Agreement, Grantee shall promptly refund to the Foundation any amounts of the Grant previously paid to Grantee which have not yet been expended as of the Termination Effective Date or which were not used for the Purpose; and
 - c. if the Foundation terminates this Agreement pursuant to Section 7(a) or 7(e) of this Agreement, Grantee shall promptly return to the Foundation an amount equal to the amount of the Grant previously paid to Grantee.
9. ***Indemnity; Liability.*** Grantee shall indemnify, defend and hold harmless the Foundation, its officers, directors, founders, employees, and agents and each of their affiliates (collectively the "*Foundation Parties*"), from and against, any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred or imposed upon the Foundation Parties in connection with any claims, suits, actions, demands or judgments, arising out of or related to (a) any act or omission of Grantee, its employees or agents in applying for or accepting the Grant, (b) the expending of Grant funds furnished pursuant to this Agreement, or (c) the carrying out of any programs or projects funded by the Grant. The Foundation shall not be liable for any losses, damages, claims or other liabilities arising out of Grantee's activities. It is expressly understood that the Foundation, by making the Grant and entering into this Agreement, has no obligation to provide other or additional support to Grantee.
10. ***Release and Use of Pilot Findings and Tool.*** The Foundation maintains sole control over the timing and contents of any release or public statements about the Pilot, Tool, analysis, or findings relating to the Purpose. The Foundation may approve Grantee making such a release or statement, provided that at the time of

such release or statement Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received **prior written approval** from either the Foundation's President or its Vice President of Criminal Justice. Grantee further agrees to allow the Foundation to reproduce, display, distribute copies of, and/or create derivative works based in whole or in part on the Pilot, Tool, analysis, or findings relating to the Purpose without further notice to or consent from Grantee.

11. **Publicity.** Grantee may release information regarding the Grant provided that at the time of such release Grantee is in compliance with the provisions of this Agreement and provided that Grantee has received **prior written approval** from either the Foundation's President or its Vice President of Criminal Justice. Moreover, Grantee will furnish the Foundation with copies of any such news releases or other written materials releasing or including such information that has received prior written approval from the Foundation within a reasonable time after such release. Grantee will advise the Foundation immediately if there is any unauthorized release of information. Without further notice to or consent from the Grantee, the Foundation may include information about this Agreement and/or Grant, the amount and purpose of the Grant, and any photographs, reports, or other published or printed materials provided by Grantee to the Foundation in the Foundation's published reports, website, news releases, and other external communications related to the Foundation. Notwithstanding the foregoing, however, Grantee may release any information about the Agreement and/or Grant that is required to be disclosed under any applicable laws or regulations.
12. **Gifts.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic and charitable purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any membership, commemorative items, recognition plaques or gratuities or benefits of any kind.
13. **Entire Agreement.** This Agreement supersedes any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement may not be amended or modified, nor any of its provisions waived, except in a written document signed by an authorized representative of the Grantee and the Foundation.
14. **Waiver.** Any waiver of any kind by either party of a breach of this Agreement shall not operate or be construed as a waiver of such breach or any subsequent breach. Either party's delay or omission in exercising any right, power, or remedy pursuant to a breach or default by the other party shall not impair any right, power, or remedy which that party may have.

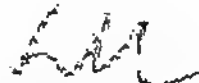
15. **Severability.** If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.
16. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors, assigns, heirs and legatees; *provided, however*, Grantee cannot assign, or otherwise transfer, its rights or delegate any of its obligations, without the prior written consent of the Foundation, which consent the Foundation may withhold, condition or delay in its sole discretion.
17. **No Third Party Rights.** Except as set forth in Section 9 of this Agreement, it is the explicit intention of the parties that no person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement and that the covenants and agreements set forth herein shall be solely for the benefit of and enforceable only by the parties or their respective successor and assigns as permitted hereunder.
18. **Remedies.** The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law or equity.
19. **Independent Parties.** Nothing in this Agreement shall constitute the naming of Grantee as an agent or representative of the Foundation for any purpose. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
20. **Survival.** The provisions of Sections 5, 6, 8 and 9 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.
21. **Multiple Counterparts.** This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement.
22. * **Contact Information.** For all communications regarding the Grant, please contact:

Laura and John Arnold Foundation
c/o Denis Calabrese, President
2800 Post Oak Blvd., Suite 225
Houston, Texas 77056
Phone: 713.554.1907
E-mail: denis@arnoldfoundation.org

Acknowledgment of Grantee's agreement to the representations, warranties, terms and conditions set forth in this Agreement must be made by a duly authorized officer of Grantee who should execute a copy of this Agreement and return an executed copy to the Foundation within fifteen (15) business days from the date on the first page of this Agreement, and if a duly executed copy of this Agreement is not received by the Foundation within such fifteen (15) business days, this Agreement and the Grant are hereby rescinded.

Please do not hesitate to contact me if you have any questions regarding this Agreement. We look forward to our Grant assisting your organization accomplish its mission and charitable goals.

Very truly yours,



Denis Calabrese
President

ACCEPTED AND AGREED:

DIVISION OF PRETRIAL SERVICES
ADMINISTRATIVE OFFICE OF THE COURTS OF THE STATE OF KENTUCKY

Grantee

By: T. Kinte

Name: Tara Kinte

Title: General Manager

Date: 3-14-13